

Filing # 84848025 E-Filed 02/13/2019 11:03:10 AM

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT OF FLORIDA, IN AND  
FOR PALM BEACH COUNTY

JAMES R. HASSELL, III,

CASE NO.:

Plaintiff,

vs.

NORTH PALM BEACH PROPERTIES,  
INC.,

Defendant.

---

**COMPLAINT**

Plaintiff, JAMES R. HASSELL, III ("PLAINTIFF") hereby sues the Defendant, NORTH PALM BEACH PROPERTIES, INC. ("DEFENDANT"), and states as follows:

**GENERAL ALLEGATIONS AS TO ALL COUNTS**

1. This is an action asserting alternative claims for Quiet Title, Prescriptive Easement, and Declaratory Relief, for real property at issue in excess of Fifteen Thousand (\$15,000.00) Dollars in Palm Beach County, Florida, exclusive of interest, costs, and attorneys' fees.
2. Jurisdiction and venue are appropriate in Palm Beach County, as the actions and facts giving rise to the Complaint occurred in Palm Beach County, both PLAINTIFF and DEFENDANT are located in Palm Beach County, and the real property at issue in this action is situate in Palm Beach County, Florida.
3. The disputed property ("Disputed Property") which is the subject of this action extends from the rear of PLAINTIFF's real property located at 757 Hummingbird Way, North Palm Beach, Florida, 33408 ("757 Hummingbird"), to the centerline of the adjacent C-17 Canal,

also known as the Earman River. The legal description of 757 Hummingbird is the following described real property located in Palm Beach County, Florida:

Lot 6, Block 30, VILLAGE OF NORTH PALM BEACH, Plat # 3, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as in Plat Book 25, Pages 175 and 176.

("757 Hummingbird").

4. The legal description of the Disputed Property is the following described real property in Palm Beach County, Florida:

THAT PORTION OF THE C-17 CANAL (TO THE CENTERLINE) LYING NORTHERLY OF AND ADJACENT THERETO OF LOT 6, BLOCK 30 OF VILLAGE OF NORTH PALM BECH, PLAT NO. 3, RECORDED IN PLAT BOOK 25, PAGE 175, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

("Disputed Property").

5. PLAINTIFF claims ownership of the Disputed Property either by virtue of the Plat attached hereto and incorporated herein by reference as Exhibit 'A', which extends the property line of 757 Hummingbird to the centerline of the C-17 Canal, by operation of law, based on the PLAINTIFF's Lot abutting a public right-of-way, namely the C-17 Canal, or by virtue of PLAINTIFF's predecessor's fencing and construction of a dock upon the Disputed Property during the time period between January 1, 1975, and January 1, 1988.

6. DEFENDANT claims ownership of the Disputed Property by virtue of Quit Claim Deed from Pinner, Inc. to North Palm Beach Properties, Inc., a Florida corporation, recorded in Official Records Book 29260, Page 1700, and Quit Claim Deed from Bankers Life and Casualty to North Palm Beach Properties, Inc., a Florida corporation, recorded in Official Records Book 29564, Page 1481. PLAINTIFF contends that these deeds are a cloud on his title.

7. The Plat was recorded on April 22, 1958. The Plat's description of the area being platted is bounded in part by "the center line of the right of way of Canal C-17 of the Central and Southern Florida Flood Control District as said right of way is described in Easement Deeds recorded in Deed Books 1156 and 1163 at Pages 186 and 294, respectively."

8. The Plat further notes that the then-owners of the land being platted "do hereby dedicate all the Drives, Roads and other rights of way shown hereon to the perpetual use of the public for public road and street purposes and other purposes incidental thereto..."

9. The location of the C-17 Canal Right-of-Way, as noted, was previously established through a series of Easement Deeds recorded in the Deed Books of Palm Beach County, at Deed Book 1156, Page 186 and Deed Book 1163, Page 294. True and correct copies of these Easement Deeds are attached as Exhibits 'B' and 'C', respectively.

10. The Easement Deed in Book 1156 encompasses the portion of the C-17 Canal Right-of-Way burdening the Disputed Property. This Easement Deed granted the Central and Southern Florida Flood Control District "the perpetual easement and right for and to the exclusive use and enjoyment of the following described land..."

11. The easement in Book 1156 reserved only two express rights from the "exclusive use" easement:

(1). The right to construct two public bridges across Canal C-17 (Earman River Canal) within the above described land, after completion of construction of said Canal C-17 (Earman River Canal) by the grantee; said bridges to conform to the specifications of the State Road Department of the State of Florida and to the construction standards of the grantee.

(2). The right to connect two lateral canals to C-17 (Earman River Canal) within the above described lands.

12. The South Florida Water Management District ("District") is the direct legal successor of all rights, ownership, and privileges of the Central and Southern Florida Flood Control District.

13. PLAINTIFF contends that DEFENDANT's claims and the deeds described in paragraph 6 are a cloud on its legal title to the Disputed Property.

14. PLAINTIFF has retained the undersigned law firm to represent him in this matter and has agreed to pay same a reasonable fee for their services.

15. PLAINTIFF has performed all conditions precedent to the bringing of this action, or they have been excused by the actions of the DEFENDANT.

**COUNT I – QUIET TITLE / ADVERSE POSSESSION**

PLAINTIFF realleges and readopts the allegations contained in Paragraphs 1 through 15 above as if fully set forth here.

16. PLAINTIFF has maintained possession, open and notorious, and hostile, and adverse, of the Disputed Property for more than seven (7) years.

17. PLAINTIFF and PLAINTIFF's predecessors in title have been in continuous, exclusive, open, and notorious possession of the Disputed Property well in excess of seven (7) years, having improved, fenced, and maintained same since at least before January 1, 1975.

18. PLAINTIFF's root of title is found in the Plat attached hereto and incorporated herein by reference as **Exhibit 'A'**, together with subsequent conveyances of the property commonly known as 757 Hummingbird, including the following:

- a. Warranty Deed from Virginia Gravlin Brown, a free dealer, Bunker Ranch Homes, Inc., Golfview Heights, Inc., Belvedere Homes, Inc., Belvedere

Industrial Corp., Forest Hill Homes, Inc., Belvedere Holding Corp., and William W. Blakeslee, individually and as Trustee, joined by his wife, Anita F. Blakeslee, doing business as Northlake Properties to Klaus H. Wachter and Shirley A. Wachter, his wife, recorded in Official Records Book 677, Page 317.

- b. Warranty Deed from Klaus H. Wachter and Shirley A. Wachter, his wife, to Samuel T. Weaver and Frances R. Weaver, his wife, recorded in Official Records Book 920, Page 293.
- c. Warranty Deed from Samuel T. Weaver and Frances R. Weaver, his wife, to Francis F. Downs and Bernice T. Downs, his wife, recorded in Official Records Book 1816, Page 273.
- d. Warranty Deed from Francis F. Downs and Bernice T. Downs, his wife, to James R. Hassell, III, recorded in Official Records Book 3136, Page 1973.

19. PLAINTIFF's predecessors in title, before January 1, 1975, enclosed the Disputed Property with a fence and constructed a dock upon the submerged portion of the Disputed Property, which fencing and dock have stood on the Disputed Property and been maintained by PLAINTIFF's predecessors, and after September 14, 1979, by PLAINTIFF, ever since and to this date.

20. Each of the Deeds described in Paragraph 18 above described the property by reference to the Plat.

21. The side Lot lines of the Lots running along the rear of 757 Hummingbird, extend across the C-17 Canal right-of-way to its centerline. Thus, the rear boundary line of 757 Hummingbird is the centerline of the C-17 Canal right-of-way.

22. Further, under Florida law, conveyance of a parcel of land according to a Plat, which parcel is bound by a street, a private road, or right-of-way, conveys underlying Fee Title to the center of such street, road, or right-of-way, unless the Deed evidences a contrary intent. This rule is equally applicable when such a parcel is bound by a canal right-of-way.

23. The Deeds described in Paragraph 18 above contain no evidence of intent to retain title underlying the C-17 Canal right-of-way, and no such intent is evident on the face of the Plat either. The Deeds described in Paragraph 18 above convey title to the Disputed Property to PLAINTIFF.

24. Further, in 1974, the Legislature amended the adverse possession statutes by combining and rewording § 95.16 and § 95.17. The amendment took effect on January 1, 1975, and in *Seddon v. Harpster*, 403 So. 2d 409 (Fla. 1981), the Florida Supreme Court, said that by combining § 95.16 and § 95.17 the new statute clearly state that one does not have to have paper title describing the disputed property as long as that area is contiguous to the described land and “protected by a substantial enclosure.” The Court in *Seddon* noted parenthetically that adverse possession could also be shown by “ordinary use.” The statute analyzed in *Seddon* was not amended until 1987, effective January 1, 1988. See ch. 87-194, § 1, at 1255, Laws of Fla.

25. Florida Courts have defined “ordinary use” as use appropriate to character of the land. *Moore v. Musa*, 198 So. 2d 843 (Fla. 3<sup>rd</sup> DCA 1967). Clearly an “appropriate” use of the

land in this matter would be for docks. See, also, Carter v. Klugh, 310 So. 2d 358 (Fla. 3d DCA 1975).

26. PLAINTIFF and PLAINTIFF's predecessors in title have been in continuous possession of the whole of the Disputed Property and have continuously maintained the Disputed Property since the Disputed Property was first conveyed, and have, since before January 1, 1975 both fenced the Disputed Property and constructed and used the Disputed Property for dockage, and ordinary use.

27. DEFENDANT claims ownership of the Disputed Property by virtue of Quit Claim Deed from Pinner, Inc. to North Palm Beach Properties, Inc., a Florida corporation, recorded in Official Records Book 29260, Page 1700, and Quit Claim Deed from Bankers Life and Casualty to North Palm Beach Properties, Inc., a Florida corporation, recorded in Official Records Book 29564, Page 1481. Even if this Quit Claim Deed from Pinner, Inc. to North Palm Beach Properties, Inc., a Florida corporation, recorded in Official Records Book 29260, Page 1700, and Quit Claim Deed from Bankers Life and Casualty to North Palm Beach Properties, Inc., a Florida corporation, recorded in Official Records Book 29564, Page 1481 are considered valid conveyances of the Disputed Property, PLAINTIFF is entitled to a determination of superior title by virtue of adverse possession.

WHEREFORE, PLAINTIFF demands judgment against DEFENDANT, establishing its title in and to the Disputed Property by adverse possession, quieting title to the Disputed Property, as well as awarding PLAINTIFF's attorneys' fees and costs in bringing this action, and for such further relief as the Court deems just and equitable.

## **COUNT II – EASEMENT BY PRESCRIPTION**

PLAINTIFF realleges and readopts the allegations contained in Paragraphs 1 through 15 above as if fully set forth here.

28. PLAINTIFF owns the Real Property 757 Hummingbird.

29. DEFENDANT claims to own the small parcel of property extending from the rear boundary of 757 Hummingbird to the centerline of the adjoining C-17 Canal, the Disputed Property.

30. The Disputed Property is enclosed by a fence, and on the Disputed Property sits a dock into the submerged land portion of the C-17 Canal, which was constructed by one of PLAINTIFF's predecessors in title at its expense.

31. The fence, dock, and related improvements were properly permitted by appropriate authorities.

32. The dock, facilities, and the fence, were constructed by one of PLAINTIFF's predecessors before January 1, 1975, and have sit on the Disputed Property, and have been maintained by PLAINTIFF's predecessors and PLAINTIFF, ever since.

33. The Disputed Property is of no use to anyone except the owner of 757 Hummingbird.

34. In fact, PLAINTIFF and PLAINTIFF's predecessors in title of 757 Hummingbird have actually, continuously, and uninterruptedly used the Disputed Property for their own purposes well in excess of twenty (20) years prior to the filing of the instant lawsuit. During the entire period, either DEFENDANT had actual knowledge of PLAINTIFF and PLAINTIFF's



predecessors use of the Disputed Property, or the use of which has been so open, notorious, and visible that DEFENDANT's knowledge of said use can be imputed to it.

35. This use was related to the entirety of the Disputed Property, the general boundaries of which are indicated in **Exhibit 'A'** attached hereto and incorporated herein by reference, and in the legal description provided in Paragraph 4 above, and which use generally involves access to the adjoining waterway by residents of 757 Hummingbird.

36. At all material times hereto, all monies expended to maintain the Disputed Property have been paid by PLAINTIFF and/or its predecessors in title.

37. At all material times hereto, PLAINTIFF's and predecessors' use of the Disputed Property have been adverse to DEFENDANT's claim of ownership of the Disputed Property, in that, the use of the Disputed Property by PLAINTIFF and its predecessors in title has been made without the permission of DEFENDANT, which claims to be the lawful owner, and under a claim of right and other than the express permission of DEFENDANT, the use has been exclusive of DEFENDANT and inconsistent with the rights of DEFENDANT to the use and enjoyment of said Disputed Property, and the use has been such that, during the entire period of adverse use, DEFENDANT could have filed an action against the user, but did not.

38. DEFENDANT, upon information and belief, denies that PLAINTIFF has any right whatsoever to use of the Disputed Property.

WHEREFORE, PLAINTIFF demands judgment against DEFENDANT, establishing its prescriptive easement in the Disputed Property in PLAINTIFF, as well as award PLAINTIFF's attorneys' fees and costs in bringing this action, and for such further relief as the Court deems just and equitable.

### **COUNT III – DECLARATORY JUDGMENT**

PLAINTIFF realleges and readopts the allegations contained in Paragraphs 1 through 15 and Paragraphs 16 through 27, and 28 through 38 above as if fully set forth here.

39. As more fully set forth in Paragraphs 16 through 27 above, PLAINTIFF contends that it owns and holds Fee Simple Title in the Disputed Property, by virtue of adverse possession.

40. Upon information and belief, DEFENDANT contends that DEFENDANT owns Fee Simple Title to the Disputed Property and that PLAINTIFF's adverse possession claim fails.

41. Further, PLAINTIFF contends that, if PLAINTIFF does not own the Disputed Property, PLAINTIFF has a prescriptive easement for use of the Disputed Property upon which sits a fence and dock constructed by one of PLAINTIFF's predecessors in title and maintained and used continuously by that predecessor and PLAINTIFF for at least twenty (20) years.

42. Upon information and belief, DEFENDANT contends that the PLAINTIFF does not have a prescriptive easement right to the Disputed Property upon which fence and dock sit.

43. PLAINTIFF is therefore in doubt as to its rights under the Plat, Deeds described in Paragraph 18 above, under Florida law as to title to the Disputed Property, and as to PLAINTIFF's right to construct, maintain, and use the fence and dock on the Disputed Property adjacent to 757 Hummingbird regardless of ownership.

44. There exists a real and present controversy between PLAINTIFF and DEFENDANT regarding PLAINTIFF's right to ownership and/or use rights of the Disputed Property.

45. A judicial declaration as to the rights of the parties hereto is therefore necessary and appropriate. There is a legitimate, present, and continuing bona fide dispute between the parties hereto as to the title and/or use of the Disputed Property.

46. PLAINTIFF will likely suffer real and substantial harm, for which it lacks an adequate remedy at law, if PLAINTIFF's rights in the Disputed Property are not declared by the Court.

WHEREFORE, PLAINTIFF respectfully prays for the following relief:

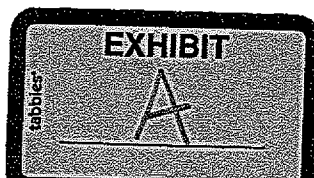
- A. An Order declaring the respective rights of the parties hereto;
- B. An Order granting PLAINTIFF supplemental relief declaring that PLAINTIFF owns Fee Simple Title to the Disputed Property;
- C. Alternatively, an Order granting PLAINTIFF supplemental relief declaring that PLAINTIFF a prescriptive easement to use the fencing and dock which sits upon the Disputed Property;
- D. An Order awarding PLAINTIFF its attorneys' fees and costs in bringing this action; and
- E. Any such further relief as this Court deems just and equitable.

DATED: February 13, 2019.

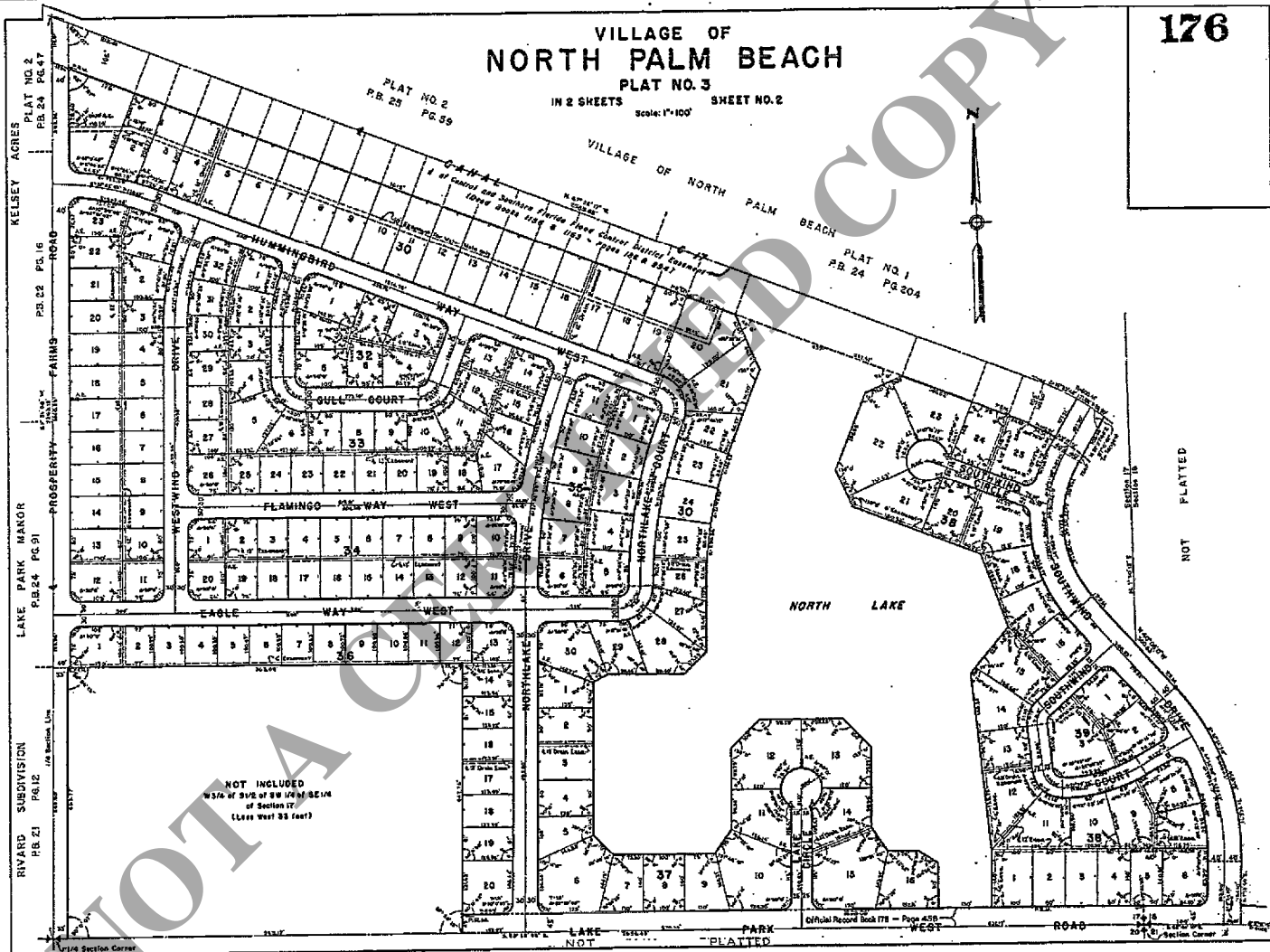
COHEN, NORRIS, WOLMER, RAY,  
TELEPMAN & COHEN  
*Attorney for Plaintiff*  
712 U.S. Highway 1, Suite 400  
North Palm Beach, FL 33408  
Tel: (561) 844-3600 / Fax: (561) 842-4104  
[jrs@fcohenlaw.com](mailto:jrs@fcohenlaw.com);  
[jrsassist@fcohenlaw.com](mailto:jrsassist@fcohenlaw.com);  
[tlc@fcohenlaw.com](mailto:tlc@fcohenlaw.com)

By: /s/ John R. Sheppard, Esq.  
John R. Sheppard, Jr., Esq.  
Fla. Bar No.: 0867152

NOT A CERTIFIED COPY



This is not a certified copy



EASEMENT DEED

THIS INDENTURE, Made this the 17th day of September A. D., 1956, by and between NORTH PALM BEACH, INC., a Florida corporation, of the first part, hereinafter referred to as the grantor, and CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, a body corporate, created by the Acts of the legislature of Florida, 1949, with its principal office at 901 Evernia Street, West Palm Beach, Palm Beach County, Florida, of the second part, hereinafter referred to as the grantee.

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar and other good and valuable considerations in hand paid by the grantee to the grantor, the receipt of which is hereby acknowledged, the grantor does hereby grant, bargain, sell and convey unto the grantee, CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, its successors and assigns, the perpetual easement and right for and to the exclusive use and enjoyment of the following described lands situate in the County of Palm Beach, State of Florida:

All that part of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 17, Township 42 South, Range 43 East, and all that part of the West one-half of the Southwest one-quarter (W $\frac{1}{2}$  of SW $\frac{1}{4}$ ) and of Government Lot 4, of Section 16, Township 42 South, Range 43 East, which includes a part of Tract B, and a part of Southwind Drive, and a part of Lots 24 through 35 inclusive in Block 3 as shown on Sheet 3 of 5 of Plat No. 1, Village of North Palm Beach, as recorded in Plat Book 24, page 204, and a part of Block 1 and a part of Lots 1 through 23 inclusive of Block 3 as shown on Sheet 2 of 5 of Plat No. 1, Village of North Palm Beach, as recorded in Plat Book 24, page 205 of the Public Records of Palm Beach County, Florida, lying within the following described parcel of land:

Begin at the Southwest (SW) corner of the Southeast one-quarter (SE $\frac{1}{4}$ ) of said Section 17, Township 42 South, Range 43 East, and bear North 10° 31' 50" East along the west line of said Southeast one-quarter (SE $\frac{1}{4}$ ), a distance of 2375.63 feet to the point of beginning; Thence, South 67° 25' 17" East, a distance of 2624.78 feet; Thence, North 22° 34' 43" East, a distance of 2.50 feet to a point of curvature; Thence, Southeasterly along the arc of a curve concave to the Southwest, having a radius of 707.50 feet, a central angle of 27° 17' 17" and a long chord bearing of South 53° 46' 38" East, a distance of 336.96 feet to the end of said curve; Thence, South 40° 08' 00" East, a distance of 899.16 feet; Thence, North 49° 52' 00" East, a distance of 7.50 feet to a point of curvature; Thence, Southeasterly along the arc of a curve concave to the Northeast, having a radius of 485 feet, a central angle of 50° 28' 28" and a long chord bearing of South 65° 22' 14" East, a distance of 427.26 feet to the end of said curve; Thence, North 89° 23' 32" East, a distance of 4697.82 feet to an intersection thereof with the centerline of the existing channel of the Intracoastal Waterway in the open waters of Lake Worth; Thence, South 5° 41' 12" East along said centerline, a distance of 230.91 feet to a point in Lake Worth; Thence, South 89° 23' 32" West, a distance of 4718.26 feet to a point of curvature; Thence, Northwesterly along the arc of a curve, concave to the Northeast, having a radius of 715 feet and a central angle of 50° 28' 28", a distance of 629.88 feet to the end of said curve; Thence, North 49° 52' 00" East along a radial line of said curve, a distance of 7.50 feet; Thence, North 40° 08' 00" West,



1183

EXHIBIT

B

a distance of 899.16 feet to a point of curvature; Thence, Northwest along the arc of a curve, concave to the Southwest, having a radius of 492.50 feet and a central angle of  $27^{\circ} 17' 17''$ , a distance of 234.56 feet to the end of said curve; Thence, North  $22^{\circ} 34' 43''$  East, along the radial line of said curve, a distance of 2.50 feet; Thence, North  $67^{\circ} 25' 17''$  West, a distance of 2543.96 feet to a point on the west line of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 17, Township 42 South, Range 43 East; Thence, North  $1^{\circ} 31' 50''$  East along the said west line, a distance of 225.01 feet to the point of beginning.

The bearings in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida.

LESS, However, the existing right of ways for Prosperity Farms Road and State Road #5 (U.S. #1).

for any and all purposes necessary, convenient, or incident to, or in connection with, the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, in carrying out the purposes and intents of the Statutes of the State of Florida relating to CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT presently existing or that may be enacted in the future pertaining thereto. Any part of the whole of the easement and right herein granted may be assigned by the grantee for use for flood control purposes.

SAVING AND RESERVING unto the grantor the following:

(1). The right to construct two public bridges across Canal C-17 (Earman River Canal) within the above described land, after completion of construction of said Canal C-17 (Earman River Canal) by the grantee; said bridges to conform to the specifications of the State Road Department of the State of Florida and to the construction standards of the grantee.

(2). The right to connect two lateral canals to Canal C-17 (Earman River Canal) within the above described lands.

All the covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the only proper use, benefit and behoof of the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, this easement deed has been executed by the grantor whose hand and seal is affixed hereto the date first above written.

NORTH PALM BEACH, INC.,  
a Florida corporation

By Richard E. Ross  
President

ATTEST:

Secretary  
Signed, Sealed and Delivered  
in the presence of:

J. A. Linn  
Catherine L. Kelly



STATE OF FLORIDA  
COUNTY OF PALM BEACH }

1186 1183

I HEREBY CERTIFY, That on this day personally appeared before me, RICHARD E. ROSS and HERBERT A. ROSS  
President and Secretary respectively, of  
NORTH PALM BEACH, INC., a Florida corporation, to me known to be  
the persons described in and who executed the foregoing Easement  
Deed and acknowledged before me that they executed the same for  
the purposes therein expressed, and the said instrument is the act  
and deed of said corporation.

WITNESS my hand and official seal at West Palm Beach, in  
the State and County aforesaid, this the 17th day of September  
A. D., 1956.

*O. B. Quinn*  
Notary Public

My Commission Expires: 9-5-59

This instrument was filed for Record  
at 2 P.M. this 26 day of Sept. 1956  
and Recorded in Book and Page noted above.  
Record verified, J. ALLEN ARNETTE, Clerk  
Circuit Court, Palm Beach County, Florida.  
By *John H. Little* Deputy Clerk

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000701

JUN 16 1956

UNOFFICIAL  
FORM NO. 54

**WITNESSETH:**

THIS INSTRUMENT, Made this the 14th day of November A. D., 1956, by and between  
**FOREST PALM BEACH, INC.**, a Florida Corporation,

of the first part, hereinafter referred to as the grantor, and **CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT**, a body corporate, created by the Acts of the Legislature of Florida, 1949, with its principal office in the Comosa Building, West Palm Beach, Palm Beach County, Florida, of the second part, hereinafter referred to as the grantee.

**WITNESSETH:**

That for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid by the grantee to the grantor, the receipt of which is hereby acknowledged, the grantor does hereby grant, bargain, sell and convey unto the grantee, **CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT**, its successors and assigns, the perpetual easement and right for and to the exclusive use and enjoyment of the following described lands situate in the County of Palm Beach State of Florida:

A parcel of land in the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 17, Township 42 South, Range 43 East; said parcel of land being more specifically described as follows:  
 Beginning at the South one-quarter (SE $\frac{1}{4}$ ) corner of Section 17, Township 42 South, Range 43 East, bear North 1° 31' 50" East, along the west line of the said Southeast one-quarter (SE $\frac{1}{4}$ ), a distance of 2575.52 feet; thence, South 57° 25' 17" East, a distance of 35.36 feet to an intersection thereof with the east right of way line of Prosperity Farms Road and the point of beginning; thence, continue South 67° 25' 17" East, a distance of 16.07 feet; thence, North 1° 31' 50" East, parallel to the said East Right of Way line of Prosperity Farms Road, a distance of 35.77 feet; thence, North 60° 28' 16" West, a distance of 15.0 feet; thence, South 1° 31' 50" West, along the said East Right of Way line of Prosperity Farms Road, a distance of 30.0 feet to the point of beginning.  
 The bearings in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida.

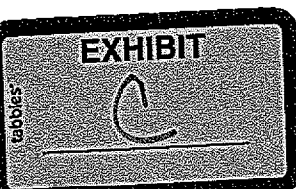
for any and all purposes necessary, convenient, or incident to, or in connection with, the construction, maintenance and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes now or that may hereafter be conducted by the grantee herein, its successors or assigns, in carrying out the purposes and intents of the Statutes of the State of Florida relating to **CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT** presently existing or that may be enacted in the future pertaining thereto, and does further grant, bargain, sell and convey unto the grantee herein, its successors and assigns, the full, complete, and absolute title to all such materials as may be excavated, dredged or otherwise removed from said lands in connection with any of the purposes above mentioned. Any part of the whole of the easement and right herein granted may be assigned by the grantee for use for any public purposes.

All the covenants and agreements herein contained shall extend to and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and assigns.



TO HAVE AND TO HOLD the same together with all and singular the appurtenances therunto belonging or in anywise incident or appertaining to the only proper use, benefit and behoof of the grantee, its successors and assigns, forever.

EXHIBIT



1113 11297

FORM NO. 542.

IN WITNESS WHEREOF, this easement deed has been executed by the grantor whose hand and seal is affixed hereto the date first above written.

NORON PALM BEACH, INC.,  
a Florida Corporation

BY: J. H. White (Seal)  
Vice-President

ATTEST: Robert A. Ross (Seal)  
Secretary

Signed, Sealed and Delivered  
in the presence of:

J. A. Linnick  
Patricia Linnick

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day personally appeared before me  
JAY H. WHITE and ROBERT A. ROSS  
Vice-President and Secretary respectively, of  
NORON PALM BEACH, INC., a Florida Corporation  
to me known to be the persons described in and who executed the foregoing Easement Deed  
and acknowledged before me that they executed the same for the purposes therein  
expressed, and the said instrument is the act and deed of said corporation.

~~NOTARIAL PUBLIC, STATE OF FLORIDA, My Commission Expires 9-3-59~~

WITNESS my hand and official seal at West Palm Beach,  
in the State and County aforesaid, this the 14th day of November A. D., 19 56.

J. A. Linnick  
Notary Public

My commission expires: 9-3-59

My Commission Expires:

FILED  
STATE OF FLORIDA  
COUNTY OF PALM BEACH  
CLERK COURT

1956 NOV 21 AM 10 30

RECORDED  
AND INDEXED  
NOV 21 1956  
TALLAHASSEE, FLA.

By Estelle H. Linnick  
276